

DB
C

CONTRACT NO. 08 - 0P9304

NAME OF BIDDER MANHOLE ADJUSTING INC.

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS 9500 BEVERLY ROAD

CITY, STATE, ZIP PICO RIVERA, CA 90660
(include even if P.O. Box used)

TELEPHONE NO: AREA CODE (323) 558-8000

FAX NO: AREA CODE (323) 558-8055

CONTRACTOR LICENSE NO. 398443

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ _____, Cashiers Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED (Do not type)

11/8/11

[Handwritten Signature]
JOHN CORRECAN, PRESIDENT

BID ITEM LIST

DB
C

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	3,000.00
2	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	1,400.00
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	10,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	715,300.00
5	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	5,000.00	20,000.00
6	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	160	7.00	1,120.00
7	150722	REMOVE PAVEMENT MARKER	EA	5,160	3.15	16,254.00
8	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	2,000.00
9	365001	SAND COVER	TON	1,070	33.00	35,310.00
10	370120	ASPHALT-RUBBER BINDER	TON	970	610.00	591,700.00
11	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TON	45	3,000.00	135,000.00
12	375030	SCREENINGS (HOT-APPLIED)	TON	7,110	80.00	568,800.00
13	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	1,670	333.00	556,110.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	160	7.00	1,120.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	337,000	0.30	101,100.00
16	850122	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	5,160	6.30	32,508.00

TOTAL BID:

\$ 2,790,722.00

MANHOLE ADJUSTING INC.

Asphalt Rubber Applicators
General Engineering License No. 398443

9500 Beverly Road
Pico Rivera, CA 90660-2135

Tel: (323) 558-8000
Fax: (323) 558-8055

FACSIMILE TRANSMITTAL SHEET

TO:		FROM:	
Office Engineer		John Velez	
COMPANY OR AGENCY:		DATE:	TIME:
Caltrans		11/10/11	
FAX NUMBER:	TEL NUMBER:	NUMBER OF PAGES INCLUDING COVER: 2	
(916) 227-6282			
SUBJECT: Caltrans Contract No. 08-0P9304			

- | | | |
|---|--|--|
| <input type="checkbox"/> As Requested | <input checked="" type="checkbox"/> For Your Use | <input checked="" type="checkbox"/> For Your Information |
| <input type="checkbox"/> For Discussion | <input type="checkbox"/> Please Call | <input type="checkbox"/> For Your Comments |
| <input type="checkbox"/> Per Telephone Conversation | <input type="checkbox"/> Other | |

MESSAGE:

Attached please find Subcontractor List for the above referenced project.

Original of this Fax:

Fax sent by:

☐ WILL FOLLOW☒ WILL NOT FOLLOW

JT

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND/OR LEGALLY PRIVILEGED AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL TO MANHOLE ADJUSTING INC. VIA THE U.S. POSTAL SERVICE. THANK YOU.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Manhole Adjusting Inc.Bidder Name: MANHOLE ADJUSTING INC.

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
Hardy & Harper Inc. 1312 E. Warner Ave. Santa Ana, CA	4	3.44	Traffic Control
	13	83.33	Replace Asphalt Concrete Surfacing
Chrisp Company 2280 South Lilac Ave. Bloomington, CA	4	1.26	Traffic Control
	6	85.71	Remove Thermoplastic Marking
	8	75.00	Lead Compliance Plan
	14	85.71	Thermoplastic Pavement Marking
	15	73.33	Thermoplastic Traffic Stripe
	16	87.30	Pavement Marker

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-8410 or TDD (916) 854-3880 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814

AGGREGATE PRODUCTS INC.

9500 Beverly Road
Pico Rivera, CA 90660-2135

Tel: (323) 558-8000
Fax: (323) 558-8055

FACSIMILE TRANSMITTAL SHEET

TO: Office Engineer		FROM: John Velez	
COMPANY OR AGENCY: Caltrans		DATE: 11/10/11	TIME:
FAX NUMBER: (918) 227-8282	TEL NUMBER:	NUMBER OF PAGES INCLUDING COVER: 3	
SUBJECT: Caltrans Contract No. 11-286104			

- | | | |
|---|--|--|
| <input type="checkbox"/> As Requested | <input checked="" type="checkbox"/> For Your Use | <input checked="" type="checkbox"/> For Your Information |
| <input type="checkbox"/> For Discussion | <input type="checkbox"/> Please Call | <input type="checkbox"/> For Your Comments |
| <input type="checkbox"/> Per Telephone Conversation | <input type="checkbox"/> Other | |

MESSAGE:	Attached please find Subcontractor List for the above referenced project.
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Original of this Fax:

☐ WILL FOLLOW

☒ WILL NOT FOLLOW

Fax sent by:
JT

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

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Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
HARDY & HARPER SANTA ANA, CA			4 13
CHRISP CO. REDDINGTON, CA			4 6 8 14 15 16

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Contract No. 08-0P9304

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. 08 - 0P9304

Complete one of the following:

• **Small Business Preference**

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs § 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: _____

Date: _____

Signature: _____

• **Non-Small Business Preference**

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs § 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: _____

Signature: _____

CALIFORNIA COMPANY PREFERENCE

DES-OE-0102.9 (REV 11/2008)

This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code § 6107 and meets one of the following (check appropriate box and enter requested information):

☐ I am a California company which has its principal place of business in California.

or

☐ I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State: _____

or

☒ I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State: CALIFORNIA

California Sales or Use Tax No.: SRSAP 17-701426

or

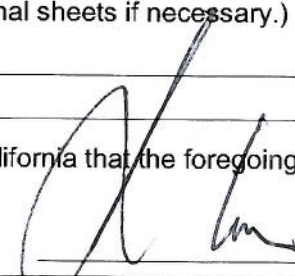
The undersigned certifies that it is not a "California company." (Check box and enter requested information.)

☐ I am not a California company. My principal place of business is in _____
(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 11/8/11

Signature of Bidder: 

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OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12 (NEW 12/2009)

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Bidder Name: _____ **CONTRACT NO.** ____ - ____

☐ I opt out of the payment adjustments for price index fluctuations.

Date: _____ **Signature:** _____

MSC 43
OFFICE ENGINEER
DEPARTMENT OF TRANSPORTATION
1727 30TH STREET
SACRAMENTO, CA 95816-7005

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount

Person to Contact (Please Type or Print)

\$ _____

Total Claimed Participation

(Area Code) Telephone Number

% of Contract

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Contract No. 08-0P9304

CERTIFICATIONS

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of LOS ANGELES

JOHN CORCORAN being first duly sworn, deposes and says that he ~~or she~~ is PRESIDENT of MANHOLE ADJUSTING INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes

☒ No

If the answer is yes, explain the circumstances in the following space.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder ☐ has ☒ has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
☐ Yes ☒ No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?
☐ Yes ☒ No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
☐ Yes ☒ No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
 - 4.1. Date of each nonresponsibility determination
 - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
 - 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

We Manhole Adjusting Inc.

as Principal, and

Fidelity and Deposit Company of Maryland

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Construction on state highway in San Bernardino County
(Copy here the exact description of work, including location, as it appears on the proposal)
near Landers from Tracy Boulevard to Manning Road and from Chuckwagon Road to the city limit of Barstow
for which bids are to be opened at Irvine, CA

(Insert place where bids will be opened)

on November 10, 2011

(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: November 1, 2011

Correspondence or claims relating to this bond should be sent to the surety at the following address:

777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017

Manhole Adjusting Inc.

Principal

President

Fidelity and Deposit Company of Maryland

Surety

By

Rhonda C. Abel
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On this November 1, 2011 before me, Jeri Apodaca, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rhonda C. Abel

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



(SEAL)

WITNESS my hand and official seal.

Signature

Jeri Apodaca
Signature of Notary Public

ADA Notice

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**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Los Angeles

}

On 11/8/11
Date

before me, Jennifer Kim Tan, Notary Public,
Name and Title of the Officer

personally appeared

John Corcoran,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: _____ Number of Pages: _____

Signer(s) other than named above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☒ Corporate Officer - Title(s): President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is representing:
Manhole Adjusting Inc.

Signer's Name: _____
☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is representing: _____

BIDDER'S BOND

DES-OE-0102.3 (REV 3/2008)

Contract No. _____

Bond No. _____

We _____

_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____
(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____
(Insert place where bids will be opened)

on _____
(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address: _____

Principal

Surety

By _____
*Attorney-in-Fact***CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of _____ }

On this _____ before me, _____
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature _____
Signature of Notary Public

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Contract No. 08-0P9304

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **James A. SCHALLER, Mike PARIZINO, Nanette MYERS, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU and Jeri APODACA, all of Newport Beach, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James A. SCHALLER, Mike PARAZINO, Nanette MYERS, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, dated June 23, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of July, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

Frank E. Martin Jr.

Frank E. Martin Jr.

Vice President

State of Maryland } ss:
City of Baltimore }

On this 25th day of July, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of NOV 01 2011, _____.



Assistant Secretary